

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In re: SHAVONN CAIN

Case No. 19-21551

Debtor(s).

Chapter 13

## CHAPTER 13 PLAN

ADDRESS: (1) 4498 OAKDEN CV  
MEMPHIS, TN 38125

(2) \_\_\_\_\_

## PLAN PAYMENT:

DEBTOR (1) shall pay \$ 76.00 (✓) weekly, ( ) every two weeks, ( ) semi-monthly, or ( ) monthly, by:

( ) PAYROLL DEDUCTION from: APL Logistics Americas, LTD OR ( ) DIRECT PAY.  
17600 N Perimeter Dr. Ste 150  
Scottsdale, AZ 85255

DEBTOR (2) shall pay \$ \_\_\_\_\_ ( ) weekly, ( ) every two weeks, ( ) semi-monthly, or ( ) monthly, by:

( ) PAYROLL DEDUCTION from: \_\_\_\_\_ OR ( ) DIRECT PAY.  
\_\_\_\_\_  
\_\_\_\_\_

## 1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ( ) YES (✓) NO
- (B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8] (✓) YES ( ) NO
- (C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ( ) YES (✓) NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ( ) Included in Plan; OR (✓) Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT: Paid by: ( ) Debtor(s) directly, ( ) Wage Assignment, OR ( ) Trustee to: Monthly Plan Payment:

\_\_\_\_\_ ; ongoing payment begins \_\_\_\_\_ \$ \_\_\_\_\_

Approximate arrearage: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ ; ongoing payment begins \_\_\_\_\_ \$ \_\_\_\_\_

Approximate arrearage: \_\_\_\_\_ \$ \_\_\_\_\_

## 5. PRIORITY CLAIMS:

\_\_\_\_\_ Amount: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ Amount: \_\_\_\_\_ \$ \_\_\_\_\_

6. HOME MORTGAGE CLAIMS: ( ) Paid directly by Debtor(s); OR ( ) Paid by Trustee to:

\_\_\_\_\_ ; ongoing payment begins \_\_\_\_\_ \$ \_\_\_\_\_

Approximate arrearage: \_\_\_\_\_ Interest \_\_\_\_\_ % \$ \_\_\_\_\_

\_\_\_\_\_ ; ongoing payment begins \_\_\_\_\_ \$ \_\_\_\_\_

Approximate arrearage: \_\_\_\_\_ Interest \_\_\_\_\_ % \$ \_\_\_\_\_

## 7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral:	Rate of Interest:	Monthly Plan Payment:
ROYAL FURNITURE	\$300.00	6.75 %	\$ 6.00
_____	_____	_____ %	\$ _____
_____	_____	_____ %	\$ _____

**8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:**

<u>[Retain lien 11 U.S.C. §1325(a)]</u>	<u>Value of Collateral:</u>	<u>Rate of Interest:</u>	<u>Monthly Plan Payment:</u>
UNITED AUTO	\$8277.00	6.75 %	\$ 158.00
		%	\$
		%	\$

**9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:**

Collateral: \_\_\_\_\_  
Collateral: \_\_\_\_\_

**10. SPECIAL CLASS UNSECURED CLAIMS:**

	<u>Amount:</u>	<u>Rate of Interest:</u>	<u>Monthly Plan Payment:</u>
		%	\$
		%	\$
		%	\$

**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**

US DEPT OF ED/GLELSI	( )	Not provided for	<b>OR</b>	( <input checked="" type="checkbox"/> )	General unsecured creditor
	( )	Not provided for	<b>OR</b>	( )	General unsecured creditor

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**

\_\_\_\_\_  
\_\_\_\_\_

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.**

**14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$100,999.87** \_\_\_\_\_.

**15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**

( ) \_\_\_\_\_%, OR,

(☒) THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

**16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

_____	( ) Assumes	<b>OR</b>	( ) Rejects.
_____	( ) Assumes	<b>OR</b>	( ) Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately 60 months.

**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.**

**19. NON-STANDARD PROVISION(S):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

**20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

/s/ Kenneth D. Mayfield

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

DATE: 3/8/2019